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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Shenzhen Smoore Technology Co., Ltd.,

Plaintiff,

vs.

A & A Global Imports, Inc.,

Defendant

Case No.: 2:22-cv-08014-AB-AGR

JOINT STIPULATION TO STAY

Judge: Hon. André Birotte Jr.

1 WHEREAS Plaintiff Shenzhen Smoore Technology, Ltd. (“Smoore” or
2 “Plaintiff”) filed a patent infringement case in the Central District of California
3 against Defendant A&A Global Imports, Inc. (“A&A” or Defendant), Case No.: 2:22-
4 cv-08014-AB-AGR;

5 WHEREAS Defendant A&A filed its answer on June 14, 2024;

6 WHEREAS Smoore and A&A, after meeting and conferring, agreed to stay
7 Smoore’s case against A&A (*Smoore v. A&A Global Imports, Inc. d/b/a Marijuana*
8 *Packaging, MarijuanaPackaging.com, and RAEvapes.com*, Case No.: 2:22-cv-08014-
9 AB-AGR), including to stay initial disclosures under Rule 26 and any obligation to
10 join a party, including any necessary or indispensable party, where such matters would
11 be addressed and accomplished if litigation recommences, on the conditions that:

12 (1) For purposes of this litigation only and for only those accused products
13 supplied to A&A by NLV, A&A agrees (a) to be bound by the Court’s decisions,
14 including claim constructions, infringement, and invalidity, and (b) to provide limited
15 discovery, to the extent the information sought is not in NLV’s possession, custody, or
16 control.

17 (2) For purposes of this litigation only and for those accused products not
18 supplied to A&A by NLV, A&A agrees to be bound by the Court’s decisions
19 regarding claim constructions, and the parties will resolve the issues of infringement
20 after the case against NLV reaches a resolution, either through settlement or trial. As
21 to invalidity, A&A agrees not to raise in any litigation any invalidity grounds
22 previously raised and litigated by NLV, but A&A may raise new or different
23 invalidity grounds where NLV is not a real party in interest and not in privity with
24 A&A as to the accused device. If an invalidity ground is raised in pleadings, that
25 ground is not considered litigated; but if an invalidity ground is produced in discovery
26 such as through contentions, that ground is considered litigated.

1 THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among
2 Smoore and A&A, through their undersigned respective attorneys of record, and
3 subject to the approval of the Court, that:

4 The case *Smoore v. A&A Global Imports, Inc. d/b/a Marijuana Packaging,*
5 *MarijuanaPackaging.com, and RAEvapes.com*, Case No.: 2:22-cv-08014-AB-AGR
6 shall be stayed, including as to matters within Federal Rules of Civil Procedure 12, 19,
7 21 and 26, on the conditions that:

8 (1) For purposes of this litigation only and for only those accused products
9 supplied to A&A by NLV, A&A shall (a) be bound by the Court's decisions,
10 including claim constructions, infringement, and invalidity, and (b) provide limited
11 discovery, to the extent the information sought is not in NLV's possession, custody, or
12 control.

13 (2) For purposes of this litigation only and for those accused products not
14 supplied to A&A by NLV, A&A shall be bound by the Court's decisions regarding
15 claim constructions, and the parties will resolve the issues of infringement after the
16 case against NLV reaches a resolution, either through settlement or trial. As to
17 invalidity, A&A shall not raise in any litigation any invalidity grounds previously
18 raised and litigated by NLV, but A&A may raise new or different invalidity grounds
19 where NLV is not a real party in interest and not in privity with A&A as to the
20 accused device. If an invalidity ground is raised in pleadings, that ground is not
21 considered litigated; but if an invalidity ground is produced in discovery such as
22 through contentions, that ground is considered litigated.

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27 Respectfully submitted,
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1 Dated: October 4, 2024

/s/ Theodore W. Chandler

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Shenzhen Smoore Technology Co., Ltd

17 Dated: October 4, 2024

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ATTESTATION RE ELECTRONIC SIGNATURES

The filer of this document attest that all other Signatories to this document, on whose behalf this filing is submitted, concur as to the content and have authorized their signature and filing of the document.

Dated: October 4, 2024

/s/ Todd M. Malynn